



Office of the Deputy Mayor for Planning & Economic Development
Government of the District of Columbia
Office of Contracts
2025 M. St. NW, Suite 600 Washington, DC 20036

REQUEST FOR PROPOSALS

Solicitation No.: DCEB-DMPED-08-RFP-91807-Brookland

Date of Issuance: January 18, 2008

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**ARCHITECTURE & ENGINEERING SERVICES
FOR
Office of the Deputy Mayor for Planning and Economic Development**

INTRODUCTION

The Office of the Deputy Mayor for Planning & Economic Development, (ODMPED), seeks a Contractor to design façade improvements for businesses located on 12th Street NE between Michigan Avenue and Rhode Island Avenue, N.E. This façade improvement program is just one of several tools created by the ODMPED and the Department of Small and Local Business Development's reStore DC program to facilitate commercial revitalization, stimulate private investment, and improve the overall physical image of the commercial area including Historic Brookland Main Street and the surrounding commercial area.

This RFP strongly encourages the participation of District of Columbia Certified Business Enterprises as certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at: www.dslbd.dc.gov .

All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website at www.dcbiz.dc.gov and click "Procurement Opportunities" to download required compliance documents.

SECTION 1 BACKGROUND

1. Background

- 1.2 The project area for the Brookland Façade Improvement Program is the 12th Street NE commercial corridor between Michigan and Rhode Island Avenues. For years, many commercial properties of Brookland have had maintenance deferred or repairs completed with building materials that are historically inappropriate. Façade improvements are a proven cost effective solution for creating an aesthetically pleasing shopping environment that stimulates human capital assets within the community.
- 1.3 All project applications will be forwarded to and reviewed by BCDC with assistance from DSLBD/reSTORE DC through a formal Review Committee. The Review Committee is comprised of District Government employees specializing in the areas of zoning, planning, and historic preservation. All projects must conform to the District of Columbia's Zoning Code and Historic Preservation guidelines.
- 1.4 The Brookland CDC's Main Street Program, with oversight provided by DSLBD/reSTORE DC, is responsible for the business coordination and generally planning throughout the project, which includes but is not be limited to: coordination with the business and property owners to bring applications to completion, to help business and property owners identify design improvement priorities, and to help schedule delivery of design and construction services with business and property owners.
- 1.5 Business owners are eligible to participate in a 3-to-1 matching grant where the Office of the Deputy Mayor for Planning and Economic Development through the Neighborhood Investment Fund (NIF) will pay 75% of the expenses with a cap of approximately \$18,000 per property (before monetary match) for design assistance and/or drawing review in order to improve the appearance of individual building facades, signs and awnings, as well as the overall look of the Brookland commercial area. Applicants that require removal and/or replacement of grates or glass are eligible for an additional \$1,500 (no monetary match required with grates/glass projects). Currently, there are up to 14 façade improvement applications, which are in the final stages of review and approval.
- 1.6 The goal of the program is to leverage public and private funds for improvements while making revitalization efforts affordable, creative and community-based.

2. Project Process

- 2.1 The façade improvement project will provide eligible, pre-approved commercial property owners and/or store proprietor/tenant with lease authority or authorization from the owner to apply for matching funds to renovate building facades with high quality design standards that address safety and significantly improve the character of the commercial corridor.

- 2.2 Architectural services are to be funded by a grant agreement between the Office of the Deputy Mayor for Planning and Economic Development's Neighborhood Investment Fund and BCDC with assistance from DSLBD/reSTORE DC working in close collaboration with the business and property owners.
- 2.3 The guidelines within ***THRIVE: A Guide to Storefront Design in the District of Columbia*** will frame decision making about proposed façade improvements. Find a copy of ***THRIVE*** under Publications and Documents on the Office of Planning's website: www.planning.dc.gov. Examples of eligible projects for the program include, but are not limited to, the following:
 - 2.3.1 Exterior building repairs:
 - 2.3.1.1 Exterior painting
 - 2.3.1.2 Removing inappropriate
 - 2.3.1.3 Restoring exterior finishes and materials
 - 2.3.1.4 Recessing/reconfiguring of existing doors and entrances
 - 2.3.1.5 Repairing or replacing existing storefront window systems
 - 2.3.2 Signs, lights, awnings and roll-down grates including:
 - 2.3.2.1 Signs (new, repairing, replacing and removing)
 - 2.3.2.2 Exterior building and sign lighting
 - 2.3.2.3 Roll-down grate and grate box removal (electronic security system is typically an allowable expense)
 - 2.3.2.4 Awnings (new, repairs, or replacement of existing)
- 2.4 Grant funds are disbursed as specified milestones are met and will be issued during the completion of the project. Before payment is rendered by NIF, DSLBD/reSTORE DC staff and their representatives will inspect the approved façade improvements.
- 2.5. The ODMPED anticipates **design services** to begin January 2008 and completed by March 2008.
- 2.6. The ODMPED anticipates **construction** beginning in April 2008 and completed by July 2008.
- 2.7. The Architectural firm shall be expected to oversee and certify the construction process.

SECTION 2 DESCRIPTION OF SERVICES AND TASK CATEGORIES

2. Statement of Work

- 2.1.1 DSLBD/reSTORE DC staff will guide the direction of the proposed architectural design with input from the individual property owners. There are two groups of applicants: 1) applicants who have submitted preliminary designs, which the contractor shall need to review and update if necessary; and 2) applicants who have no designs, which shall be handled by the contractor. All facade improvement projects shall require construction management; including the inspection and monitoring to ensure that design specifications are delivered, which would enable reSTORE DC to authorize disbursement. Construction Management Services shall be provided by ODMPED.
- 2.1.2 The architectural contractor shall be responsible for certifying that proposed designs are the most cost-efficient to achieve the agreed upon level of visual impact and practical improvements requested for each property. The contractor shall meet regularly with the business and property owners and DSLBD/reSTORE DC to provide project updates and discuss deliverables.
- 2.1.3 Contractor shall perform the following Tasks:
- 2.1.4 **Task 1: Existing Conditions Analysis**
- 2.1.4.1 The contractor shall visit each of the commercial property identified by DSLBD/reSTORE DC for improvements to document and professionally assess the façades. Professional assessments may include small areas of material removal from the existing façade to understand the underlying façade elements and structural conditions. Existing conditions observations are to be documented via digital photography. The contractor shall document up to four feet from the primary wall within the interior of the property so that a record is developed of how interior lighting, ventilation, mechanical and structural elements may influence exterior design decisions.
- 2.1.4.2 The contractor shall conduct the applicable analysis to confirm that the preliminary designs for the site are valid and conform to design standards.
- 2.1.4.3 **Deliverables for Task 1:**
- 2.1.4.3.1 Digital photographs via color hardcopy and electronic copy of each façade;
- 2.1.4.3.2 Technical memoranda which includes a property assessment and a summary of basic improvement needs and other improvement considerations; and,
- 2.1.4.3.3 An electronic version for each deliverable submitted on CD-ROM.

2.1.4.3.4 Deliverables for Task 1 are due within 6 weeks from award date of the contract.

2.1.5 Task 2: Façade Improvement Designs

2.1.5.1 The contractor and sub-contractor shall meet with the property owner(s) and the DSLBD/reSTORE DC representatives as needed to create an agreed upon vision for the façade renovations which meet or exceed the minimum design standards of ***THRIVE: A Guide to Storefront Design in the District of Columbia***. The contractor shall develop measured drawings of floor plans no less than four feet into interior, hardline and rendered elevation & signage drawings, AutoCAD models/sketches, photo-montage (as possible and desirable), scaled models and/or material samples to communicate conceptual design approaches.

2.1.5.2 For applicants who have preliminary designs, the contractor shall make recommendations based on additional insights gained from Task 1 as applicable.

2.1.5.3 Deliverables for Task 2:

2.1.5.3.1 Contractor attendance in planning and review meetings;

2.1.5.3.2 Floor/site plans and conceptual design drawings for each assigned façade;

2.1.5.3.3 Budget estimate for the conceptual drawing;

2.1.5.3.4 Estimated budget to implement the façade designs

2.1.5.3.5 Technical memoranda which includes a summary for the conceptual design recommendations; and,

2.1.5.3.6 An electronic version for each deliverable submitted on CD-ROM in a globally accessible format (e.g., PDF).

2.1.5.3.7 **Deliverables for Task 2 are due within 12 weeks from award date of the contract.**

2.1.6 Task 3: Final Design Development

2.1.6.1 For applicants for whom there are no designs in place, the contractor—based on written input and direction from the DSLBD/reSTORE DC representatives in Task 2 shall prepare final design concepts for each façade. The contractor shall produce certified measured drawings of floor plans no less than four feet into interior and hardline and rendered elevation and signage drawings illustrating the improvements. Drawings shall be in a form usable by permit and licensing officials and contractors for approval and construction.

2.1.6.2 The grant amount for each façade will be determined by cost estimates based upon the assessment and recommendations of the contractor and DSLBD/reSTORE DC representatives.

2.1.6.3 For applicants who already submitted preliminary designs, the contractor shall:

- 2.1.6.3.1 review preliminary design specifications submitted by project applicants
- 2.1.6.3.2 assess and verify that the designs are viable and appropriate for the site and the design standards;
- 2.1.6.3.3 make recommendations as necessary to ensure that the preliminary designs are going to achieve the desired façade improvement; and,
- 2.1.6.3.4 if necessary, update or redesign the drawings to ensure that all deliverables listed below are achieved.

2.1.6.4 Deliverables for Task 3:

- 2.1.6.4.1 Final floor/site plans and design drawings for each assigned façade and signage;
- 2.1.6.4.2 Construction budget estimate for the final design drawing;
- 2.1.6.4.3 Technical memoranda which includes a summary for the final design recommendations; and,
- 2.1.6.4.4 An electronic version for each deliverable submitted on CD-ROM.
- 2.1.6.4.5 Deliverables for Task 3 are due within 16 weeks from award date of the contract.

2.1.7 Task 4: Construction Management and Certification

- 2.1.7.1 With the Review Committee’s approval, the property owner will select a separate contractor, who will implement the façade and signage designs provided by the architect. The architect shall be available to assist, guide and answer any questions surrounding the contractor selection and construction of the design concept. The architect shall be expected to certify that constructed improvements are in compliance with the final architectural and signage drawings.
- 2.1.7.2 Deliverables for Task 4:
 - 2.1.7.2.1 Letter on contractor’s letterhead that certifies that constructed improvements were made in compliance with the final architectural and signage drawings.
 - 2.1.7.2.2 Deliverables for Task 4 are due within one year from award date of the contract.

2.1.8 Task 5: Monitoring and Inspection

- 2.1.8.1 The contractor shall monitor and inspect the progress of the façade improvement construction on a regular basis to make sure that:
 - 2.1.8.1.1 the project remains on schedule and on budget; and
 - 2.1.8.1.2 the design specifications are delivered and achieved, which would enable DSLBD/reSTORE DC to authorize payments.

2.1.8.1.3 Deliverables for Task 5:

2.1.8.1.3.1 Provide a schedule for progressive site inspections; and,

2.1.8.1.3.2 Provide written update on progress.

2.1.9. Task 6: Meetings, Outreach and Communications

2.1.9.1 The contractor shall coordinate with the business and property owners through meetings to:

2.1.9.2 Confirm application design priorities;

2.1.9.3 Discuss findings from existing conditions assessment;

2.1.9.4 Discuss feasibility of designs based on existing condition analysis;

2.1.9.5 Review design options with business and property owners;

2.1.9.6 Review final schematics; and,

2.1.9.7 Provide general updates based on inspection and monitoring of projects.

2.1.9.8 The contractor shall participate in periodic updates and client progress meetings with the DSLBD/reSTORE DC Project Manager or their representative and the business and property owners for the duration of the project.

2.1.9.9 The contractor shall use the DSLBD/reSTORE DC Project Manager or their representative as an intermediary to help resolve conflicts with the grantee over design concepts and ideas.

2.1.9.10 Deliverables for Task 6:

2.1.9.11 Summaries, emails, other correspondence and notes that follow guidelines established with DSLBD/reSTORE DC

2.1.9.12 Contractor attends meetings when deemed necessary

2.1.9.13 Periodic progress reports according to schedule mutually agreed upon by the consultant and DSLBD/reSTORE DC.

SECTION 3 SPECIAL CONTRACT REQUIREMENTS

3. DEFINITIONS

- 3.1. Certificate for Payment** – The Architect will, within seven days after receipt of the Architect's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Architect, for such amount as the Architect determines is properly due, or notify the Architect and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in this Agreement.
- 3.2. Construction Cost** – The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or Architect, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work. Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided.
- 3.3. Construction Contract** – The Construction Contract is the agreement to be entered into by the Owner and the Architect for construction of the Project.
- 3.4. Contract Documents** – The Contract Documents consist of the Construction Contract, Conditions of the Construction Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract, other documents listed in the Construction Contract and modifications issued after execution of the Construction Contract. The Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Architect's bid or portions of Addenda relating to bidding requirements).
- 3.5. Architect** – The Architect is the person or entity, to be selected by the Owner pursuant to its policies and procedures, identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.
- 3.6. Drawings** – The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

- 3.7. Final Completion** – Final Completion is the date on which all Work required by the Contract Documents is fully complete and all claims and/or liens have been waived or satisfied in all respects.
- 3.8. Project Representatives** – The Owner and Architect will designate one or more Project Representatives to assist in carrying out their responsibilities under this Agreement. The duties, responsibilities and limitations of authority of such Project Representatives shall be as set forth in this Agreement.
- 3.9. Specifications** – The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 3.10. Substantial Completion** – Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 3.11. Work** - Work means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Architect to fulfill the Architect's obligations. The Work may constitute the whole or a part of the Project.
- 3.12. Schematic Design Phase:** During this stage the Architect and its subconsultants evaluate the Owner's program requirements and develop alternatives for design of the project and overall site developments. A master plan may be developed in this stage which would serve as the guide and philosophy for the remainder of the design development or for phasing.
- 3.13. Design Development Phase:** After approval of the schematic design by the Owner, the Architect and subcontractors prepare more detailed design development documents that further define the character, size and features of the project. Specific design disciplines develop building systems and represent same through detailed engineering analysis that includes the proposed systems and the corresponding economic and life cycle cost analysis. Included in these analyses are architectural, structural, civil, mechanical, electrical and fire protection systems specifically selected for the proposed facility. The deliverables represent: a) fully developed calculations of the systems selected, b) include design drawings such as site plans, architectural floor plans, elevations, building sections, and c) outline specifications for each of the major building systems such as roofing, glazing, foundations, structures, heating, ventilation, air conditioning, electrical, information technology, fire protection and security systems.
- 3.14. Construction Document Phase:** After approval of the design development documents, the Architectural-Engineering team, together with its specialty consultants, prepares

working drawings and technical specifications for the project components. These include architectural, structural, mechanical, electrical and other technical features, together with the general and supplementary conditions of the construction contract for the use in preparing a final detailed estimate of the construction costs and bidding documents for the construction effort. Specific working drawings include detailed floor plans, site plans, elevations, sections, enlarged plan views and detailed drawings showing connections, joints and coordination of building materials and systems.

- 3.15. Construction Phase Services:** These services are critical to translating the design into a finished project. Clarifications to the bidding documents are necessary, in addition to reviewing shop and fabrication drawings, contractor progress, visits to the site to observe construction quality, assisting with changes and progress payments to the contractor. Design professionals engaged during design are to be available to provide continuity in the design intent until project completion and occupancy.

3.4. Architect's Responsibilities

- 3.4.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as specifically described in Section 2 of this document, all of which will be consistent with any concept design provided herein, and further explained in this Section of this Agreement. Section 2 specifies those services which the Architect is authorized to perform as of the date of this Agreement and which services, if any, Architect may perform only upon future written authorization by Owner. In no event shall Architect perform any services not authorized as of the date of this Agreement without the Owner's prior written consent as required under this Agreement.
- 3.4.2 Unless specifically enumerated under this Section as part of Additional Services, all services required under or pursuant to this Agreement are deemed part of Basic Services. All services performed by or on behalf of the Architect in connection with the Project shall be performed in a manner consistent with the standard of care applicable to architects experienced in, and familiar with, providing similar services for projects located in the Washington, D.C. metropolitan area that are of the type, scope and complexity of the Project.
- 3.4.3 The Architect's authority to act on behalf of the Owner is limited to the scope of the Architect's authority set forth in this Agreement. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, and without limitation, the Architect does not have any express or implied authority to obligate the Owner to any expenditure of money or extension of contractual time periods under the Construction Contract or any other agreement between the Owner and Architect, or any separate Architect, consultant or other third person or entity.
- 3.4.4 All Drawings, Specifications and other documents prepared by the Architect and its consultants shall comply with all of the requirements of all laws, statutes, ordinances, codes, rules, regulations, lawful orders and the requirements of any public authorities

which apply to, or bear upon, the Architect's services, the Project or the performance of the Work (collectively "Applicable Laws") in effect at the time such Drawing, Specification or other document is prepared. Notwithstanding the foregoing, the Architect is not responsible for the compliance of other parties, including but not limited to the General Architect, with Applicable Laws relevant to their services or work.

- 3.4.4 An Index of Key Personnel of Architect shall be provided. The Architect shall not change any of its key personnel assigned to the Project or alter their role on the Project without the prior written consent of the Owner, unless such personnel voluntarily leave the service of the Architect or become disabled in a manner that prevents performance of essential job functions related to the Project. Any substitute key personnel of the Architect shall be subject to the prior approval of the Contracting Officer.
- 3.4.5 An Index of subcontractors' shall be provided, which shall identify the principal subcontractor of the Architect. The Architect shall not change subcontractor or materially modify the scope of services delegated to a subcontractor without the prior written consent of the Owner. The Architect shall require all of its subcontractors to be bound by the requirements of this Agreement, including, without limitation, requiring that all services by its subcontractors be performed in strict accordance with this Agreement. In the event the Architect believes that requiring a particular subcontractor to be bound to a particular requirement of this Agreement would work an unreasonable hardship upon such subcontractor, Architect may seek a written waiver of the particular requirement as to the particular subcontractor. Such a waiver must be sought by the Architect no later than thirty (10) days from the date of this Agreement. If any additional subcontractors are required subsequent to the execution of this Agreement, Architect shall request, as necessary, a waiver within thirty (30) days from the date when the requirement for an additional subcontractor is identified.
- 3.4.6 Architect acknowledges and agrees that the designation and dedication of subcontractors and Key Personnel of the Architect, including the availability of Key Personnel to work on this Project set forth herein, is a material inducement to the Owner entering in this Agreement. Such information shall be updated as necessary to remain current and accurate. The Architect shall be responsible for the performance of all of Architect's services in connection with the Project, whether performed by the Architect's own forces, the Architect's subcontractors, or any other persons or entities performing any services for, under or through the Architect in connection with the Project.
- 3.4.7 Architect agrees to cooperate with the Owner and, among other things, to (i) make documents, materials and information available to the Owner, (ii) respond promptly to all requests and inquiries of the Owner, (iii) attend Project meetings identified in the Scope of Services in Section 2 of this document, (iv) keep qualified personnel generally available to discuss with the Owner any aspect of the Project, and (v) provide the Owner with monthly written progress reports.

3.5. Basic Services

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A&E Services for Office of the Deputy Mayor

For Planning and Economic Development

- 3.5.1 The Architect's Basic Services consist of all services described above in Section 2 of this document. These services and any other services normal and incident thereto which are not specifically designated as part of Additional Services, below, shall be provided in accordance with the Sections below. Architect represents that all Basic Services can be performed for the total amounts set forth in this Agreement.
- 3.5.2 In no event shall any approval by the Owner relieve the Architect of any responsibility or liability for any errors or omissions or failure to comply with the requirements of this Agreement.
- 3.5.3 As part of Basic Services, Architect shall prepare all additional details, drawings, specifications, addenda and revisions or clarifications to the documents prepared by, under or through the Architect, as may be reasonably necessary to: (i) assist in obtain a building permit or any consent from a public authority with jurisdiction over the Project, (ii) facilitate accurate and reliable pricing by reasonably qualified Contractors, subcontractors, and suppliers, and (iii) provide clarifications during bidding or negotiation of contracts, or during construction of the Project.
- 3.5.4 As part of Basic Services, but at no additional cost to the Owner, the Architect shall provide all services that: (i) are required or necessary due to the fault or negligence of the Architect, or (ii) are required or necessary due to any error or omission in the Drawings, Specifications, or any other documents for which the Architect is responsible.
- 3.5.5 Construction Documents
- 3.5.5.1 Based on the approved Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 3.5.5.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Architect.
- 3.5.5.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 3.5.5.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.5.6 Construction Phase—Administration Of The Construction Contract-(Optional)

This requirement shall be priced separately.

- 3.5.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award and execution of the initial Construction Contract and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 3.5.6.2 The Architect shall provide administration of the Construction Contract as set forth in this Agreement.
- 3.5.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section shall not be restricted, modified or extended without written modification of the Owner and Architect with notice to the Architect.
- 3.5.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Construction Contract, but shall have no authority to bind the Owner to any additional expense or extension of time relating to the Construction Contract or the Project. The Architect shall have authority to act on behalf of the Owner only to the extent expressly provided in this Agreement unless otherwise modified by written modification.
- 3.5.6.5 The Architect, as a representative of the Owner, shall visit the Project site at intervals appropriate to the stage of the Architect's operations, or as otherwise agreed by the Owner and the Architect in accordance with the terms herein, (a) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (b) to use its best efforts to guard the Owner against defects and deficiencies in the Work, and (c) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 3.5.6.5.1 A Project site visit as contemplated by this Section consists generally of qualified members of Architect's staff examining the Work in progress and, in particular, observing significant components of construction activities, materials stored on site, performance of tests, a reasonable portion of the Work which is representative of typical conditions, items discussed in progress meetings and such other elements of the Work as necessary to confirm with reasonable certainty

that the performance of the Work is in conformance with the requirements of the Contract Documents and as necessary to make recommendations to the Owner regarding whether to certify the Contractor's Application for Payment pursuant to this Section.

- 3.5.6.5.2. Personnel performing Project site visits shall be familiar with the requirements of the Contract Documents and skilled and experienced in evaluating conformance of construction with the Drawings and Specifications and with Applicable Laws. Architect shall be accompanied on such Project site visits by representatives of the Contractor's personnel. Architect shall submit to the Owner a written report of each visit to the Project site within seven (7) days after the conclusion of each Project site visit.
- 3.5.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Architect. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 3.5.6.7 Subject to the right of entry as approved by the Owner's project representative, the Architect shall at all times have access to the Work whenever it is in preparation or progress.
- 3.5.6.8** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Architect and Contractor shall endeavor to communicate through the Owner or the Owner's Project Representative(s), identified below, about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's subcontractors shall be through the Architect.

3.5.7 Certificates for Payment

- 3.5.7.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- 3.5.7.2 The Architect's Certificate for Payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in this Section and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (a) to an evaluation of the Work for conformance with the Contract

Documents upon Substantial Completion, (b) to results of subsequent tests and inspections, (c) to correction of minor deviations from the Contract Documents prior to completion, and (d) to specific qualifications expressed by the Architect.

- 3.5.7.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Architect shall maintain a record of the Contractor's Applications for Payment, copies of which shall be sent to the Owner with certification by the Architect of each such Application for Payment.
- 3.5.8 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 3.5.9 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3.5.10 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the

Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- 3.5.11 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data at the Owner's request, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. The Architect shall respond promptly to all field clarification requests for information submitted by the Contractor.
- 3.5.12 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Architect, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 3.5.12.1 Upon receipt of the Contractor's list of incomplete and incorrect items and notice that, in the Contractor's opinion, Substantial Completion has been achieved, the Architect, and Architect's consultants, shall inspect the Work and, in consultation with the Owner, prepare for the Owner and the Contractor a written inspection list that identifies components of the Work that are unfinished, defective or fail to comply with the Contract Documents (the "Punch List"). Architect shall deliver the Punch List to the Owner and Contractor within three (3) business days after Architect finishes inspecting the Work. The Owner, Architect and Contractor shall agree on an inspection schedule to facilitate the prompt preparation and issuance by the Architect of the Punch List. The Architect shall re-inspect the Work, if necessary, to determine that Substantial Completion has been achieved and the Architect shall notify the Owner in writing of the results of any such re-inspection; provided, however, re-inspections to determine Substantial Completion after the first such re-inspection shall be an Additional Service.
- 3.5.12.2 Upon receipt of notice that, in the Architect's opinion, final completion has been achieved, the Architect shall inspect the Work to determine if the Work in its entirety, including all items identified on the Punch List has been completed in compliance with the Contract Documents. The Architect shall re-inspect the Work and Punch List items upon subsequent request from the Owner or to ascertain that Final Completion has been achieved and all Punch List items have been corrected or completed, as the case may be, in accordance with the Contract Documents. The Architect shall notify the Owner in writing of the results of such re-inspection; provided, however, any re-inspection after the first re-inspection shall be an Additional Service.

- 3.5.13 The Architect shall interpret matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor, and may decide such matters upon written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 3.5.14 Interpretations and decisions of the Architect provided under this Section shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- 3.5.15 At the Owner's request, the Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 3.5.16** The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor shall be subject to mediation and legal or equitable proceedings as provided in this Agreement and in the Contract Documents.

3.6 Additional Services

3.6.1 General

- 3.6.1.1** The services described in this Section are not included in Basic Services unless so identified in Section 2 of this document, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Notwithstanding the foregoing, the Architect shall be obligated to perform any Additional Services described in this Section at no cost to the Owner if such Services: (i) are required or necessary due to the fault or negligence of the Architect, or (ii) are required or necessary due to any error or omission in the Drawings, Specifications, or any other documents, for which the Architect is responsible.
- 3.6.1.2 Architect shall notify the Owner in writing within seven (7) days after the date that the Architect discovers any circumstance (including, without limitation, any direction or request by the Owner) that Architect believes may give rise to performance of Additional Services. Architect waives the right to compensation for Additional Services performed without prior written approval by the Owner that expressly acknowledges that such service is an Additional Service.

3.6.2 Specific Additional Services

Only the following constitute Additional Services:

3.6.2.1 Providing more extensive representation at the site than is described herein.

3.6.2.2 Making material revisions in drawings, specifications or other documents when such revisions are:

3.6.2.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

3.6.2.2.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, but only if such revisions could not have been reasonably anticipated by the Architect; or

3.6.2.2.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.6.2.3. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

3.6.2.4 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.6.2.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.

3.6.2.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.6.2.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.6.2.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

- 3.6.2.9 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.
- 3.6.2.10 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 3.6.2.11 Providing financial feasibility or other special studies.
- 3.6.2.12 Providing environmental studies.
- 3.6.2.13 Providing services relative to future facilities, systems and equipment.
- 3.6.2.14** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.6.2.15 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.6.2.16 Providing coordination of construction performed by separate Contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.6.2.17 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.6.2.18 Providing analyses of owning and operating costs.
- 3.6.2.19 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.6.2.20 Providing services for planning tenant or rental spaces.
- 3.6.2.21 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Architect to the Architect.
- 3.6.2.22 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.6.2.23 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days

after the date of Substantial Completion of the Work, except as necessary for scheduled warranty inspections and reporting.

- 3.6.2.24 Providing services of consultants for other than those required for performance of Basic Services.

3.7 Owner's Responsibilities

- 3.7.1 The Owner shall provide information as is available and in its possession in a timely manner regarding requirements for and limitations on the Project, including Project boundaries as shown herein. The Owner has provided a preliminary written program which sets forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The program may change as the Project evolves and as an operator for the Project is selected.
- 3.7.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 3.7.3 The Owner shall designate two Project Representatives authorized to act on the Owner's behalf with respect to the Project. These Project Representatives shall be the Contracting Officer and the Technical Representative. No other person or entity shall have authority to bind the Owner and neither the Contracting Officer nor the Technical Representative shall have the authority to act beyond the scope of the authority specifically delineated in this Section. The Owner shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 3.7.4 The Owner shall furnish surveys, as it has in its possession, to describe physical characteristics, legal limitations and known utility locations for the site of the Project, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All of the information on the survey shall be referenced to a benchmark.
- 3.7.5 If applicable and subject to Owner's budget and procurement constraints, the Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

- 3.7.6 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Architect's Applications for Payment or to ascertain how or for what purposes the Architect has used the money paid by or on behalf of the Owner.
- 3.7.7. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 3.7.8 The Owner shall provide, or cause to be provided, all services relating to hazardous or toxic materials, including without limitation, the identification, removal, and abatement thereof in accordance with the appropriate governmental agencies. The Owner agrees that the Architect's scope of services does not include services related to hazardous or toxic materials, as either a Basic or Additional Service.
- 3.7.9 The Architect acknowledges that the Owner is an entity created by statute and is subject to the limitations of that statute as well as the Owner's policies and rules and other applicable statutes, rules and regulations. The Architect further acknowledges that the Owner is subject to budgetary constraints and the limits of the authority given it to enter into this Agreement. The Architect further acknowledges the limits of the authority of the Owner and its Project Representatives identified above. The Architect acknowledges the limits of this authority and agrees to take no action which would require the Owner or its Project Representatives to act beyond the scope of this authority.
- 3.7.10 With respect to Owner's responsibilities that require Owner to purchase third party goods or services, outside of this Agreement's not to exceed amount, in connection with the scope of services, all such obligations are subject to Owner's budget and procurement constraints.
- 3.7.11 No approval issued by the Owner shall relieve the Architect of its responsibilities under this Agreement, including, without limitation, the responsibility to provide all of its services in compliance with Applicable Laws.

3.8 Construction Cost

3.8.1. Responsibility For Construction Cost

- 3.8.1.1** Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry giving consideration to the cost of labor, materials or equipment, Architect's methods of determining bid prices and competitive bidding, and other current market conditions. The Architect acknowledges and recognizes that budgetary concerns and limitations are

of particular concern to the Owner and, therefore, shall use best efforts to: (a) keep the Owner informed of design decisions that, in the Architect's reasonable judgment, may materially affect Construction Costs, and (b) recommend ways in which to reduce Construction Costs.

3.8.1.2 A fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget.

3.8.1.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.9. Use of Architect's Instruments of Service

3.9.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

3.9.2 Upon each payment by the Owner of amounts due and owing the Architect, the Architect shall be deemed to grant to the Owner a nonexclusive and irrevocable license to use and reproduce the Architect's Instruments of Service, prepared as of the date of such payment for purposes of completing the design (if necessary) of the Project, and for constructing, using and maintaining the Project as well as other similar purposes, including without limitation, promotion of the Project or securing approvals or consents of any person or entity relating in any way to the Project. Such license may be assigned to any person or entity to whom the Owner (a) assigns this Agreement or (b) conveys the Project or Project site. However, this license is not intended to deprive the Architect of credit for or authorship of the design, and no other design professional engaged in the completion or maintenance of the Project shall be allowed to claim credit for or authorship of Architect's work.

3.9.2.1 The Architect shall not use the Drawings, Specifications, and other documents prepared for this Project in connection with any other project, except for technical drawings and specifications that are not identifiable with (a) a unique or unusual functional, visual or programmatic qualities of the Project, or (b) the overall aggregate architectural expression of the Project. The Architect shall not use the Drawings, Specifications and other documents prepared for this Project in any manner detrimental to the interests of Owner.

3.9.2.2 Upon completion of each phase of design services and if requested by the Owner, the Architect shall deliver to the Owner a set of "reproducible drawings" of all documents

prepared by, under or through the Architect as part of that phase and as approved by the Owner and readable/writable electronic CADD files of all such documents. If this Agreement is terminated for any reason, the Architect shall deliver to the Owner hard copies, and readable/writable CADD files for, the Drawings, Specifications and other documents prepared for the Project as of the date of termination, upon payment of all amounts then due and owing the Architect.

- 3.9.3 No license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Architect, Subcontractors, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's subcontractors. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's subcontractors.
- 3.9.4 Architect represents to the Owner that all portions of the Project that are designed by, under or through Architect, either (i) are in the public domain, or (ii) the Architect has obtained all licenses and other approvals necessary to prevent or successfully defend against any claim of infringement of a copyright or other intellectual property right by another person or entity, or (iii) are Architect's independent creation. This representation is hereby deemed continuous and made each time any documents prepared by, through or under the Architect are delivered to the Owner or a third party. This representation shall, notwithstanding the applicable statute of limitations, survive until the Project is destroyed, demolished or otherwise removed. The Architect shall defend, indemnify, and hold harmless the Owner, any successor-in-interest to the Owner and any successor in title to any portion of the Project from any loss, claim, damage, liability or expense (including attorneys' fees and other costs of litigation or arbitration) resulting from (i) any inaccuracy in the representation contained in this Paragraph, or (ii) any claim or allegation that the Instruments of Service or information contained therein violates any copyright or other intellectual property right.

SECTION 4 PRICING

PRICING

The Architect shall submit a proposal that meets the requirements for **All CLINs.**

The Contract Line Items Numbers (CLINs) below shall reflect firm-fixed, prices for the work to be performed. Each CLIN price shall be based on estimated labor hours with proposed fixed labor rates for each phase of work. This supporting information shall be provided. The other direct costs, or ODC's, shall be estimated as a lump sum, not to exceed amount, with supporting details identifying items and corresponding costs anticipated for each phase of the work. Progress payments shall be made against the ODC CLINs on a cost reimbursable basis and in no case shall exceed the proposed amount. Indirect costs, G&A, profit/fee will not be allowed as separate items. These items are included in the CLINs (labor rates) for each phase of work. Travel, if required by the resultant contract, will be included in the ODCs CLIN and will be compensated on a cost-reimbursement basis within the ceiling costs proposed in that CLIN.

PROPOSED PRICE SCHEDULE

All services and deliverables as specified in this document shall be included under the following Contract Line Items, or CLINs. The offeror shall attach a detailed rate schedule that supports the amount proposed for each CLIN. The supporting documentation provided shall define all costs for the following cost elements: (1) Direct Labor Costs, including subconsultant labor costs; (2) Materials & Supplies Costs, and (3) Other Direct Costs

Offerors are to submit the Price Proposal, which consists of the proposed price schedule below and all supporting documentation, in a separate, sealed envelope labeled with the RFP number, the project name labeled “PART 2 – PRICE PROPOSAL”.

PERIOD OF PERFORMANCE: DATE OF AWARD THRU July 31, 2008

Contract Line Item Number (CLIN)	SERVICE DESCRIPTION	UNIT	FIRM-FIXED PRICE
001	Existing Conditions Analysis	Job	\$ _____
002	Façade Improvement Designs	Job	\$ _____
003	Final Design Development	Job	\$ _____
004	Construction Management & Certification	Job	\$ _____
005	Monitoring and Inspection	Job	\$ _____
006	Meetings, Outreach and Communications	Job	\$ _____
007	ODCs (Cost Reimbursable, Not to Exceed Amount)	Job	\$ _____
Total			\$ _____

Total \$ _____

SECTION 5 PERFORMANCE & DELIVERY

5.1 PROJECT MANAGEMENT

The Architect's project manager shall be the point of contact for all submissions, inquiries, acknowledgements, amendments and any other correspondence under this RFP. In addition, the project manager shall be primarily responsible for ensuring the satisfactory performance of the Architect pursuant to any agreements between ODMPED and the Architect arising out of this proposed project. The Architect shall have the right to replace or add Team Members to the Architect's Team provided it receives prior written approval from ODMPED to do so.

5.2 PLACE OF PERFORMANCE

All services under this contract are to be performed in the Washington, DC metropolitan area.

5.3 TYPE OF CONTRACT

This RFP anticipates the award of a firm, fixed price, design services contract. The fixed price is a not to exceed amount and is inclusive of all expenditures necessary to complete the scope of work. Expenses such as travel, parking fees, reproduction, etc., will need to be factored into the proposed fixed price, as Other Direct Costs (ODC's).

5.4 INSPECTION OF SERVICES

- 5.4.1 Inspection and acceptance of all work and services performed under this contract will be in accordance with this section and all other ODMPED Standard Clauses.
- 5.4.2 Contract deliverables will be inspected for content, completeness, conformance to requirements and accuracy by the applicable ODMPED program official. The ODMPED will provide written acceptance, comments and/or changes, if any, within 30 working days from receipt by of any deliverable.
- 5.4.3 Upon receipt of the ODMPED comments, the Architect shall have 10 working days, or as otherwise agreed to, in which to incorporate the ODMPED's comments and/or change requests and to resubmit the deliverable in its final form at no additional cost to the ODMPED.

- 5.5. If written acceptance, comments and/or changes are not issued by the ODMPED within 30 working days of submission, the draft deliverable shall be considered acceptable as written and submitted.

5.6 TERM OF CONTRACT

The term of the contract shall be from the date of award thru July 31, 2008.

SECTION 6 CONTRACT ADMINISTRATION DATA

6.1 INVOICE PAYMENT

- 6.1.1 The ODMPED will make payments to the Architect, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- 6.1.2 ODMPED will pay the Architect within 45 days after receiving a proper invoice from the Architect.

6.2 INVOICE SUBMITTAL

- 6.2.1 The Architect shall invoice monthly for the time actually spent performing its services based on the Contract Line Item Number, or CLIN, amounts proposed in the Proposed Bid Schedule. Invoices received from the Architect must include an itemized listing of the personnel and disciplines worked, in addition to a summary schedule of the costs expended and paid to date. No payment shall be due until a completed invoice in proper form has been submitted. All invoices submitted by the Architect shall include such information to demonstrate the participation and/or compliance with the stated LSDBE goals/requirements. Invoices shall include all expenses from the previous month.

6.2.2 Compensation for Basic Services

Architect shall provide all of the Basic Services required under this Agreement in exchange for the total amount billed by the Architect for the Contract Line Item Numbers as defined in the Proposed Bid Schedule. All costs and expenses of any kind or nature in excess of the Contract Line Item Number (CLIN) amount incurred by the Architect in performing services shall be borne exclusively by the Architect.

6.2.3 Compensation for Additional Services

- 6.2.3.1 For any Additional Services authorized as provided in this Agreement, the Architect shall be compensated for a mutually agreed amount by way of authorized change orders to the contract.
- 6.2.3.2 Progress payments for changes in the work shall be made based on agreement for the percentage of work complete for each performance period.

6.2.4 Other Direct Costs

6.2.4.1 Other Direct Costs are the actual, reasonable expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following clauses:

- 6.2.4.1.1 transportation in connection with the Project, authorized out-of-town travel and subsistence;
- 6.2.4.1.2 fees paid for securing approval of authorities having jurisdiction over the Project;
- 6.2.4.1.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- 6.2.4.1.4 expense of professional liability insurance dedicated exclusively to this Project at the request of the Owner or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants and as required herein;
- 6.2.4.2 For Other Direct Costs, the Architect shall propose a lump sum price in the corresponding CLINs and be compensated for these expenses as they are incurred. The proposed amount shall constitute a not to exceed amount for other direct costs as defined above.

6.2.5 Architect's Accounting Records

Records of Basic Services expenses and Other Direct Costs pertaining to Additional Services and any other services performed on the basis of agreed changes shall be available to the Owner or the Owner's authorized representative at mutually convenient times. The Architect shall maintain complete and accurate books and records in sufficient detail with respect to services, costs, expenses, receipts and other information necessary for the Owner or Owner's independent auditors, or a designee of any of them to thoroughly evaluate and independently verify the scope or charges for any services provided under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied, and shall be clearly identified and readily accessible. Such records shall be kept for a period of seven (7) years after the later of termination of this Agreement or Final Completion of the Project. Prior to disposal of any records pertaining to the Project, the Owner shall be notified in writing and provided a reasonable opportunity to copy, or take possession of, such records.

6.3 CONTRACTING OFFICER (CO)

6.3.1 CONTRACTING OFFICER (CO)

Solicitation No. DCEDMPED-08-RFP-91807 – Brookland

A&E Services for Office of the Deputy Mayor

For Planning and Economic Development

6.3.1.1 Contracts and/or Task Orders shall be entered into and signed on behalf of the Owner only by the Contracting Officer. The address and contact information of the Contracting Officer for this requirement is:

Jonathan R. Butler
Director of Contracts
2025 M Street, NW, Suite 600
Washington, DC 20036
Telephone: (202)-724-8111

6.3.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 6.3.2.1. The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the solicitation.
- 6.3.2.2.1 The Architect shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.
- 6.3.2.2 In the event the Architect effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any price increase incurred as a result thereof.

6.4. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the solicitation

The Architect shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

In the event the Architect effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any price increase incurred as a result thereof.

6.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The ODMPED COTR for this contract shall be:

Ms. Latrena Owens

Program Manager
1350 Pennsylvania Ave, NW, Suite 317
Washington, DC 20004
Telephone (202) 727-6365

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Architect's compliance or noncompliance with the contract. In addition, the Project Manager is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

It is understood and agreed that neither the COTR, nor the Project Manager, shall have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

The Architect may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the Owner, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION 7
LIST OF ATTACHMENTS

- A. District of Columbia Terms and Conditions & Representations & Certifications
(Separately Attached)
- B. First Source Employment Agreement (Separately Attached)
- C. Certification as to Compliance with Equal Opportunity Obligations (Separately Attached)
- D. Confidentiality Agreement and Tax Affidavit (Separately Attached)

All attachments can be found at: www.dcbiz.dc.gov under “Procurement Opportunities”

SECTION 8 PROPOSAL SUBMISSION INSTRUCTIONS

RECEIPT OF PROPOSALS

Respondents shall submit hard copy qualifications and price proposals in separate, sealed envelopes, conspicuously marked with solicitation number to the following address:

Office of the Deputy Mayor for Planning & Economic Development
Director of Contracts
2025 M Street, NW, Suite 600
Washington, DC 20036
Telephone: (202)-724-8111

ATTN: Lillian J. Beavers, Contract Specialist

Proposals shall be submitted by January 31, 2008 2:00 pm Eastern Time. Late proposals will not be accepted.

Facsimile proposals, electronic proposals or alternate proposals will not be accepted.

Questions in response to this solicitation shall be submitted in writing via electronic mail (email) to Lillian J. Beavers at [**Lillian.beavers@dc.gov**](mailto:Lillian.beavers@dc.gov) by January 24, 2008 5:00 p.m., Eastern Time. Questions received after the date and time specified will not be addressed. If questions are submitted, ODMPED will distribute, via email, all questions presented and their responses by January 28, 2008 5:00 pm., Eastern Time, unless otherwise stated.

Proposals shall be submitted in one original with 6 copies.

TENTATIVE PROJECT SCHEDULE

PROPOSAL FORMAT

- a. Statement of Qualifications (see Evaluation Criteria for more information)
 - Cover Letter
 - Past Performance and Relevant Experience
 - Index of Key Personnel and Subcontractors
 - References
- b. Price Proposal
Proposed Bid Schedule
- c. Number of Copies (Paper copies only)

Submit one (1) original and six (6) bound copies, double-sided.
Technical Proposal and Price Proposal submit under separate cover.

- d. Font
Use an easily readable typeface, such as Times Roman or Arial, in not less than 11 point.
- e. Paper Size and Margins
Proposals shall be on 8 ½" x 11" white paper. Margins must be at least one (1) inch at the top, bottom, left and right of the paper with left-align text.
- f. Numbering
Pages are to be numbered sequentially from page 1 to the end, including charts, figures, tables, and appendices.
- g. Names
Include the firm/team name on each page.
- h. Overly Elaborate Proposals
Proposals with overly elaborate and/or color graphics are not necessary.

CONSENT TO SUBCONTRACT

If an offeror proposes any subcontractors, the ODMPED reserves the right to approve or disapprove any such subcontractors. Proposals shall clearly identify any proposed subcontractors and the personnel who are the principal, project manager, and key staff of any such subcontractors, including their LSDBE status.

FLOW DOWN OF CLAUSES

All clauses applicable to the Architect shall flow down and be applicable to subcontractors, joint ventures or teaming arrangements.

TECHNICAL DATA RIGHTS

The Architect shall not use, disclose, reproduce or otherwise disclose to any persons any technical information or data licensed for use by the ODMPED that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract.

DISCLOSURE OF INFORMATION

Any information made available to the Architect by the ODMPED shall be used only for the purpose of carrying out the provisions of an awarded contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract.

In the performance of any contract, the Architect assumes the responsibility for protection of the confidentiality of all ODMPED records and/or protected data provided for performance under the contract and shall ensure that all work performed by any subconsultant is subject to the disclosure restrictions set forth above and all subcontract work to be performed under the supervision of the Architect Team or their employees.

AWARD

The offerors demonstrating superior qualifications in accordance with the Evaluation Criteria herein will be short listed for presentations, after which, best and final offers will be requested.

DMPED intends to make one award from this Request for Proposal. ODMPED reserves the right to make no awards as a result of proposals received in response to this RFP.

CANCELLATION OF SOLICITATION

ODMPED reserves the right to cancel this solicitation at anytime prior to contract award and shall not be liable of any costs incurred by Offerors as a result of cancellation.

PROPOSAL EVALUATION FACTORS

Each offeror is encouraged to respond to the following factors that will be used to evaluate the best qualified firm to perform the work of this RFP.

(1) Statement of Qualifications: The offerer shall describe the general capacity of the respondent to conduct the appropriate areas of architectural design assistance and the specific assignment of the individuals with the background and skills to conduct the project. The offerer shall provide narratives that address the following:

1) **Past Performance and Relevant Experience:** The offeror shall provide an overview of the firm, its mission, history, philosophy and general operating mode. The offeror shall provide a summary of a minimum of two projects completed within the last 5 years that show a mix of projects similar in size and scope to the work of this RFP. The offerors must provide names of key individuals to contact in order to determine the adequacy of a firm's past performance. Letters of reference and agency evaluation forms shall assist in the evaluation of a firm's prior experience. The offeror shall provide a minimum of three (3) letters of reference.

2) **Index of Key Personnel and Subcontractors:** The offeror shall identify the key individuals who will be providing the services, including a succinct depiction of their credentials, a description of their proposed role and the skills they bring that are appropriate to this assignment. The offerer shall provide a brief description of each

subcontractor and/or engineering firm (if not specifically part of the architectural firm) to be used in the execution of this project. Each subcontractor shall name its key personnel and relevant qualifications proposed for use on this project. Prior experience teaming with the named subcontractors should be identified in specific terms to determine extent of relationship to prime.

- (2) **Fee Proposal:** A separately sealed price proposal shall be included in the submission. This proposal must include the “Proposed Price Schedule” included in Section 4 and be supported by additional pages fully itemized as to the service to be provided, the named personnel who will provide the service, the hourly rate(s) of these personnel, the level of effort and the fee for that service. All rates are to be inclusive of overhead and profit and an estimate of other direct costs should also be included.

The fee proposal shall be submitted in a separate sealed envelope labeled with the RFP number, project name and “PART 2 – PRICE PROPOSAL”.

SECTION 9 BASIS OF AWARD

ODMPED contemplates establishing an evaluation committee to formally review and evaluate all proposals. If an evaluation committee is formed, it will use the evaluation criteria set forth below to evaluate the proposals. ODMPED reserves the right to establish an evaluation panel comprised solely of ODMPED employees if it determines that such approach is in the best interest of ODMPED. Any evaluation committee or panel will generate recommendations based on the evaluation criteria set forth below, which will be presented to the Director of Contracts of ODMPED for a final selection and award of the contract.

Evaluation Criteria

Evaluation criteria based on the factors described in Section 8 are outlined below with scoring points. The proposals will be evaluated based on the stated criteria, which are listed in relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals.

Offerors are advised that evaluations of price (rate) proposals will not take precedence over technical proposal scoring, and the lowest estimated rate proposal may not be selected if an award to a higher rate proposal affords ODMPED a greater overall benefit.

Evaluation Criteria	Points
Past Performance and Relevant Experience The offeror shall demonstrate that it has completed as least two projects within the last 5 years that show a mix of projects similar in size and scope to the work of this RFP. The offerors must provide names of key individuals to contact in order to determine the adequacy of a firm's past performance. Letters of reference and agency evaluation forms shall assist in the evaluation of a firm's prior experience. The offeror shall provide a minimum of three (3) letters of reference.	45
Index of Key Personnel and Subcontractors The offeror shall describe the Team Members and each Team Member's project principals, project manager, and key staff. This section should also identify the Primary Member. Please address the following: (1) How well do the individual's qualifications and experience relate to this specific project? (2) Which individual will perform each aspect of the work? Each subcontractors experience shall be identified and related to work similar to the work of this RFP. In addition, each firm shall identify its proposed key personnel and prior teaming experience with the prime or other firms.	30
Price	25

Evaluation Criteria	Points
Total Points	100

DMPED anticipates the award of a single contract.

SECTION 10

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

PROTESTS

If multiple awards are made pursuant to this solicitation, task orders issued hereunder shall not be subject to protest.

RETENTION OF PROPOSALS

All pricing documents will be the property of ODMPED and will be retained by ODMPED, and therefore will not be returned to the offerors.

ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment(s) to this request by (a) signing and returning the amendment or (b) by identifying the amendment number and date upon proposal submission. Offerors' failure to acknowledge an amendment may result in rejection of the proposal.

ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 120 calendar days after submission.

LOCAL, SMALL AND DISADVANTAGED BUSINESS ENTERPRISES

This RFP strongly encourages the participation of Local, Small and Disadvantaged Business Enterprise (LSDBE) firms or LSDBE-lead teams certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at: www.dslbd.dc.gov.

LEGAL STATUS OF APPLICANT

Each offeror must include the following information with their offeror:

- Name, address, telephone number and federal tax identification number;
- District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award

or its exemption from such requirements; and,

- If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming contracts.

The ODMPED reserves the right to request additional information regarding the offeror's organizational status.

VENDOR SUBMISSION OF CERTIFICATION

Any vendor seeking to submit an offer as a District of Columbia Certified Local, Small and Disadvantaged Business Enterprise (LSDBE) in response to this RFP must submit a copy of the LSDBE letter of certification from the DSLBD at the time of proposal submission. Failure to submit the required LSDBE letter of certification with the proposal will be cause to reject the offeror, and it shall not be considered for award.

For further information on the LSDBE certification process, vendors are encouraged to contact the Department of Small and Local Business Development (DSLBD) at (202) 727-3900.

PENALTIES FOR MISREPRESENTATION

Any material misrepresentation could result in termination of the contract, the Architect's liability for civil and criminal action with District laws, including debarment.

SBE JOINT VENTURES

A Joint Venture between a small business enterprise and another entity shall be eligible to submit an offer in response to this request if the joint venture is certified by the DSLBD.

NOTICE OF AWARD

The Offeror shall be notified in writing of any award pursuant to this solicitation.

ATTACHMENT A

**District of Columbia Terms and Conditions and Representations & Certifications
(Separately Attached)**

ATTACHMENT B

First Source Employment Agreement (Separately Attached)

ATTACHMENT C

Certification as to Compliance with Equal Opportunity Obligations (Separately Attached)

ATTACHMENT D

Confidentially Agreement (Separately Attached)

